



Chesterbrook Shopping Center (Behind Starbucks)

>

6228 Old Dominion Drive, McLean VA 22101

>

703-237-TUTOR (8886)



@TutoringClubNVA



TutoringClubNVA

McLeanVA@TutoringClub.com

TutoringClub.com/McLeanVA

Summer 2020 and 2020-21 School Year In-Center Activities

Assumption of Risk and Waiver of Liability

Relating to Coronavirus/COVID-19

In consideration of [print name of child(ren)] [REDACTED] attending Flying Colors Academic Solutions, LLC dba **Tutoring Club of McLean** (the "School") during the summer of 2020 and/or the 2020-21 academic school year and using the School's equipment, facilities and services, I, as parent or legal guardian for the above child(ren), agree as follows:

The novel coronavirus, Coronavirus Disease 2019 (COVID-19), which causes respiratory and other illnesses in people, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is **extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have discouraged the congregation of large groups of people.

After careful consideration, the School has decided to resume in-person activities. Your participating child(ren) is welcome to join us. However, please know that this is a family decision that should be made after careful assessment of the risks, current conditions in our community, and other factors you deem relevant and important. You acknowledge and understand that circumstances regarding COVID-19 are changing from day to day and that accordingly, CDC guidance is regularly modified and updated, and you accept full responsibility for familiarizing yourself with the most recent updates, as well as the changing conditions in our community, and all state and local orders. The decision whether to send your child(ren) to the School is entirely voluntary on your part.

As the School resumes on-site operations, the School has put in place numerous preventative measures to reduce the spread of COVID-19. The School is taking certain safety precautions, including measures such as directing children and staff to regularly wash hands and practice healthy hygiene, requiring children and staff to wear face coverings and practice social distancing, and regularly disinfecting areas of the School.

You are aware of and fully understand that the School cannot guarantee, even with the steps being taken, that you or your child(ren) will not be exposed to COVID-19 due to certain inherent risks relating to COVID-19 that cannot be eliminated regardless of the care taken to try to avoid such risks. Therefore, if you choose to send your child(ren) to the School, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your child(ren), your other family members and/or your friends, loved ones and/or co-workers could be exposed or infected by COVID-19 by attending the School, and that such exposure or infection may result in personal injury, illness, permanent disability, or death, especially if sixty-five (65) years or older and/or having certain underlying health conditions. You further acknowledge that the risk of becoming exposed to or infected by COVID-19 at the School could result from the actions, omissions, or negligence of yourself and others, including, but not limited to, other children and their families or other third parties.

You understand and acknowledge that you must not send to School any child experiencing any symptoms associated with COVID-19, including but not limited to fever, sore throat, shortness of breath, chills, muscle pain, new loss of taste or smell, gastrointestinal symptoms (like nausea, vomiting, or diarrhea), and cough. In addition, if your child is experiencing any such symptoms once at the School, you will be contacted to pick up the child. You understand that if your child is sent home with a fever, your child may not return to the School for at least seventy-two (72) hours. Further, you agree that your child must be symptom-free and fever-free for at least twenty-four (24) hours without medication prior to returning to the School, and that he/she must provide the School with a physician's note of release prior to his/her return to the School.

You further agree to indemnify and hold the School and its past, present, and future related entities and affiliates, predecessors, successors, assigns, representatives, agents, officers, trustees, students, employees, insurers, donors, agents, and attorneys (collectively, the "Indemnified Parties") harmless from any and all liability, loss, legal fees, judgments or damages the Indemnified Parties may suffer as a result of Claims (as defined below) asserted against them by your child(ren) or anyone on behalf of your child(ren) at any time in the future concerning, arising out of and/or related to your child(ren)'s presence on the School's campus. In this regard, you agree to indemnify the Indemnified Parties to the fullest and broadest extent permitted by law.

BY CHOOSING TO BRING YOUR CHILD(REN) TO THE SCHOOL, AND IN CONSIDERATION THEREOF, YOU, JOINTLY AND SEVERALLY, FOR YOURSELF(ES), YOUR CHILD(REN) AND ALL OF YOUR AND YOUR CHILD(REN)'S RESPECTIVE GUARDIANS, HEIRS, EXECUTORS, PERSONAL AND LEGAL REPRESENTATIVES, ESTATES, BENEFICIARIES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (ALL OF THE FOREGOING, COLLECTIVELY THE "RELEASORS"), DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE, AND PROMISE NOT TO SUE THE SCHOOL AND/OR ITS OFFICERS, DIRECTORS, TRUSTEES, SHAREHOLDERS, OWNERS, MANAGERS, PARTNERS, EMPLOYEES, STAFF, VOLUNTEERS, SUPERVISORS, REPRESENTATIVES, AGENTS, AND ALL OF ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AS WELL AS ANY PERSON OR ENTITY ACTING BY, THROUGH, UNDER AND/OR IN CONCERT WITH ANY OF THE FOREGOING PERSONS OR ENTITIES (THE SCHOOL AND ALL PERSONS AND ENTITIES RELEASED HEREIN ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL LIABILITY AND/OR CLAIMS, CAUSES OF ACTION, SUITS, DAMAGES, DISPUTES, INJURY, ILLNESS, DISABILITY, DEATH, COSTS AND EXPENSES, AND DEMANDS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AT LAW OR IN EQUITY, VESTED OR CONTINGENT, AGAINST ANY OR ALL OF THE RELEASED PARTIES WHICH YOU, YOUR CHILD(REN) AND/OR ANY OF THE RELEASORS HAS, HAD, OR MAY HAVE AGAINST ANY OR ALL OF THE RELEASED PARTIES BY REASON OF ATTENDANCE AT THE SCHOOL AND/OR BEING EXPOSED TO AND/OR INFECTED BY COVID-19 AS A RESULT OF CHOOSING TO BRING YOUR CHILD(REN) TO THE SCHOOL (THE "CLAIMS"). THIS ASSUMPTION OF RISK AND WAIVER DOES NOT APPLY TO THE WILLFUL MISCONDUCT OF THE RELEASED PARTIES. THE RELEASORS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE BENEFITS OF ANY STATUTE, LAW, RULE, OR COMMON LAW WHICH MAY LIMIT THE SCOPE OF THIS ASSUMPTION OF RISK AND WAIVER.

If any part of this Assumption of Risk and Waiver of Liability, or if the whole Assumption of Risk and Waiver of Liability is found to be invalid, unenforceable, and/or void, for any reason, then the Releasors acknowledge and agree that the Released Parties' collective entire liability to the Releasors or any other person shall never, under any circumstances, be more than any applicable insurance limits of the Released Parties, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasors acknowledge that none of the Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

By signing below you acknowledge that you have received the opportunity (and have been strongly encouraged by the School) to review this Assumption of Risk and Waiver of Liability with an attorney, that you have carefully read and fully understand the contents of this Assumption of Risk and Waiver of Liability, that you are giving up substantive legal rights (both your child(ren)'s and your own, as well as the rights of all other Releasors), have asked and received answers to any and all questions you may have, and that you have not been induced to sign this Assumption of Risk and Waiver

of Liability by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof. Further, the parties agree and understand that a photocopy or an electronically signed waiver is an acceptable substitute for the original and holds the same force and effect as wet ink signature.

In witness whereof, the undersigned, intending to be legally bound, has/have executed this Assumption of Risk and Waiver of Liability this [redacted] day of [redacted], 2020 [NOTE: This document is date stamped automatically when Parents/Guardians sign electronically via HelloSign].

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____